



PUBLISHED BY AUTHORITY

No. 42] NEW DELHI, SATURDAY, OCTOBER 18, 1952

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto 13th October 1952 :—

Issue No.	No. and date	Issued by	Subject
139	S. R. O. 1677, dated the 8th October 1952.	Ministry of Law.	Fixation of the hours during which the poll shall be taken in the Thana Constituency of the Sate of Bombay.
140	S. R. O. 1678, dated the 8th October 1952.	Ministry of Commerce and Industry.	Direction by the Central Government for further amendment in the Indian Tariff Act, 1934.
	S. R. O. 1679, dated the 8th October 1952.	Ditto.	Direction by the Central Government for further amendments in the Essential Supplies (Temporary Powers) Act, 1946.
141	S. R. O. 1680, dated the 9th October 1952.	Ditto.	Specification by the Textile Commissioner of certain varieties of cloth to be sold by the manufacturer though the maximum ex-factory price not specified.
	S. R. O. 1681, 1682, 1683, 1684 and 1685, dated the 9th October 1952.	Ditto.	Direction by the Textile Commissioner for further amendments in certain notifications.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF STATES

New Delhi, the 10th October, 1952

S.R.O. 1714.—In exercise of the powers conferred by section 2 of the Part C States (Laws) Act, 1950 (XXX of 1950) the Central Government hereby extends to the State of Manipur the Agriculturists' Loans Act 1884 (Act XII of 1884), as at

present in force in the State of Assam subject to the following modifications namely:—

Modifications

1. For the words "Provincial Government" wherever they occur substitute the words "Chief Commissioner".
2. Omit sub-section (2) of section 1 and section 2.

ANNEXURE

The Agriculturists' Loans Act 1884 (Act XII of 1884) as amended by this notification.

THE AGRICULTURISTS' LOANS ACT, 1884.

Act No. XII of 1884

An Act to amend and provide for the extension of the Northern India

Takkavi Act, 1879.

Preamble.—WHEREAS it is expedient to amend the Northern India Takkavi Act, 1879, (X of 1879), and provide for its extension to other Provinces of India; It is hereby enacted as follows:—

1. *Short title.*—This Act may be called the Agriculturists' Loans Act, 1884.
2. *Local extent.*—(1) This section and section 3 extend to all the Provinces of India.
(2) But any Chief Commissioner may, from time to time, by notification in the Official Gazette, extend the rest of this Act to the whole or any part of the territories under its administration.
3. *Repeal of Act X of 1879, and sections 4 and 5 of Act XV of 1880.* Rep. by the Repealing Act, 1938, (I of 1938) s.2 and Sch.
4. *Power for Chief Commissioner to make rules.*—(1) Chief Commissioner or, in a province for which there is a Board of Revenue or Financial Commissioner, such Board or Financial Commissioner, subject to the control of the Chief Commissioner may, from time to time, ** make rules as to loans to be made to owners and occupiers of arable land, for the relief of distress, the purchase of seed or cattle, or any other purpose not specified in the Land Improvement Loans Act, 1883 (XIX of 1883), but connected with agricultural objects.
(2) All such rules shall be published in the Official Gazette.
5. *Recovery of loans.*—Every loan made in accordance with such rules, all interest if any chargeable thereon, and costs if any incurred in making or recovering the same, shall, when they become due, be recoverable from the person to whom the loan was made, or from any person who has become surety for the repayment thereof, as if they were arrears of land-revenue or costs incurred in recovering the same due by the person to whom the loan was made or by his surety.
6. *Liability of joint-borrowers as among themselves.*—When a loan is made under this Act to the members of a village community or to any other persons on such terms that all of them are jointly and severally bound to the Government for the payment of the whole amount payable in respect thereof, and a statement showing the portion of that amount which as among themselves each is bound to contribute is entered upon the order granting the loan and is signed, marked, or sealed by each of them or his agent duly authorized in this behalf and by the officer making the order, that statement shall be conclusive evidence of the portion of that amount which as among themselves each of those persons is bound to contribute.

[No. 213-J.]

A. N. SACHDEV, Under Secy.

MINISTRY OF FINANCE

(Department of Revenue & Expenditure)

New Delhi, the 23rd September 1952

S.R.O. 1715.—In exercise of the powers conferred by the proviso to article 309 read with articles 313 and 372 of the Constitution and paragraph 19 of the Adaptation of Laws Order, 1950 and after consultation with the Comptroller and Auditor General, as required under clause (5) of article 148 of the Constitution, the

President hereby directs that the following further amendments shall be made in the Civil Service Regulations, namely:—

At the end of Article 524-B of the said Regulations, the following shall be added, namely:—

"In the case of a pensioner whose pension is held wholly in abeyance during such re-employment, and who commutes a portion of his pension during this period, his pay during re-employment shall be reduced by the amount of pension commuted with effect from the date on which the commutation becomes absolute. In the case of a pensioner whose pension is held partly in abeyance during such re-employment, and who during this period commutes a portion of his pension in excess of the portion actually drawn, his pay during re-employment shall be reduced, with effect from the date on which the commutation becomes absolute, by an amount representing the difference between the portion of pension commuted and the portion of pension drawn until the commutation."

[No. F.2(6)-EV/52.]

H. F. B. PAIS, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

HEADQUARTERS ESTABLISHMENT

New Delhi, the 8th October 1952

S.R.O. 1716.—The following notification by the Income-tax Investigation Commission is published for general information:—

"NOTIFICATION

It is notified for general information that the Income-tax authority mentioned in column (1) of the table attached to this notice has been authorised with effect from the date mentioned in column (2) thereof by the Income-tax Investigation Commission, without prejudice to his regular duties, to be authorised Official under section 6 of the Taxation on Income (Investigation Commission) Act, 1947, and that under the provisions of the said Act, any person (including a person whose case is not under investigation) who is required by the said authorised official in the course of the investigation:—

- (1) to produce accounts or documents; and/or
- (2) to give information in respect of such accounts or documents; and/or
- (3) to attend in person and answer questions on oath; and/or
- (4) to make or prepare statements on oath giving information on specified matters;

shall be bound to comply with his requirements notwithstanding anything in any law to the contrary. Failure to comply with the requirements of the said authorised official may amount to an offence under Chapter X of the Indian Penal Code.

Name and designation of the Authorised Official	Date from which authorised.	Address of the Head- quarters office of the Authorised Official
(1)	(2)	(3)
Mr. P. Sadagopan, Income- tax Officer, Bombay (Central)	11-9-1952	Central Government Buildings, Queens Road, Bombay.

NEW DELHI;
13th September 1952.

H. S. RAMASWAMI,
Secretary,
Income-tax Investigation Commission."

[No. 49.]

N. D. MEHROTRA, Dy. Secy.

CENTRAL EXCISES

New Delhi, the 6th October 1952

S.R.O. 1717.—In exercise of the powers conferred by section 6 and 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In the Table set out below sub-rule (2) of rule 176 of the said rules, for the entries against sub-items (a), (b), (c), (d), (e) and (f) of item 4, the following shall be substituted, namely:—

“(a) A curer who intends to cure in the following year	(i) One hundred, or more than one hundred, standard maunds ;	Five.
	(ii) less than one hundred, standard maunds ;	Nil.
(b) A wholesale dealer in unmanufactured tobacco who purchases for the purpose of trade or manufacture.	(i) two thousand, or more than two thousand, standard maunds ;	One hundred.
	(ii) less than two thousand but more than five hundred, standard maunds ;	’fty.
	(iii) more than fifty, but not more than five hundred, standard maunds ;	Five.
	(iv) fifty standard maunds or less.	of suc. o. ducts during the twelve months pre- ceding the 30th day of September prior to the year for which the licence is to be granted
d) A broker or commission agent dealing in unmanufactured tobacco, who brokes.	(i) two thousand or more than two thousand, standard maunds ;	Fifty.
A broker or commission agent dealing in other unmanufactured products who negotiates the purchase, from a curer, or	(ii) less than two thousand but more than five hundred, standard maunds ;	Ten.
	(iii) five hundred, standard maunds or less.	
(f) The holder of a private bonded storeroom or warehouse which houses.	(i) two thousand, or more than two thousand, standard maunds ;	Twenty.
	(ii) less than two thousand, but more than five hundred, standard maunds ;	Ten.
	(iii) more than one hundred, but not more than five hundred, standard maunds ;	
	(iv) one hundred standard maunds or less.	Eight annas.”

[No. 23.]

W. SALDANHA, Under Secy.

MINISTRY OF COMMERCE & INDUSTRY

New Delhi, the 8th October 1952

S.R.O. 1718.—In exercise of the powers conferred by sub-clause (a) of Clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to direct that the following amendment shall be made in the Notifications of the Government of India in the Ministry of Industry and Supply, No. I(I)-4(41), dated the 7th September, 1950, No. I(I)-1(106), dated the 8th March 1948, No. I(I)-1(530) D, dated the 26th May, 1948 and No. I(I)-1(699)/48-B, dated the 16th August, 1948, as amended from time to time, namely:—

In the Schedule annexed to each of the said Notifications, for the entry 'Director of Civil Supplies, Ajmer-Merwara', the entry 'The Director of Food and Civil Supplies, Ajmer', shall be substituted.

[No. SC(A)-4(146).]

S.R.O. 1719.—In exercise of the powers conferred by sub-clause (b) of Clause 2 of the Iron and Steel (Scrap Control) Order, 1943, the Central Government is pleased to direct that the following amendment shall be made in the Notifications of the Government of India in the Ministry of Industry and Supply, No. I(1)-4(7)A, dated the 6th January 1951, No. I(I)-1(530)C, dated the 26th May 1948 and No. I(I)-4(32)B, dated the 8th November 1949, as amended from time to time, namely:—

In the Schedule annexed to each of the said Notifications, for the entry 'Director of Civil Supplies, Ajmer-Merwara', the entry 'The Director of Food and Civil Supplies, Ajmer', shall be substituted.

[No. SC(A)-4(146)A.]

D. HEJMADI, Under Secy.

New Delhi, the 10th October 1952

S.R.O. 1720.—In exercise of the power conferred by section 5 of the Industries (Development and Regulation) Act, 1951 (LXV of 1951), the Central Government hereby appoints the following persons as members of the Central Advisory Council constituted under this Ministry's Notification No. S.R.O. 812 dated the 8th May, 1952:

To represent the interests of owners of industrial undertaking in scheduled industries:

Shri S. Anantharamakrishnan C/o Simpson & Co. Ltd., Madras.

To represent the interests of consumers of goods manufactured or produced by scheduled industries:

Shrimati Kamaladevi Chattopadhyay, Guilbert Building, Babulnath 2nd Cross, Chowpatty, Bombay.

[No. 3(2)IA(G)/52.]

S. BHOOTHALINGAM, Secy.

New Delhi, the 18th October 1952

S.R.O. 1721.—In exercise of the powers conferred by sub-clause (i) of Clause 5 of the Cotton Textiles (Export Control) Order, 1949, the Central Government hereby directs that the following further amendment shall be made in the Notification of the Government of India, late Ministry of Commerce No. 67-CW(25A)/48, dated the 26th March, 1949, namely:—

In the said notification, in paragraph 6, after item (x), the following item shall be added, namely:—

"(y) Junnadi Sarees."

[No. 46(34)-CT(A)/52-5.]

S. A. TECKCHANDANI, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE**(Agriculture)***New Delhi, the 9th October 1952*

S.R.O. 1722.—The proposal to extend in exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (IX of 1946), rules 30—35 of the Indian Oilseeds Committee Rules, 1947 to all Part C States is published as required by sub-section (1) of that section, for the information of persons likely to be affected thereby and notice is hereby given that the proposal will be taken into consideration on or after 10th November, 1952.

Any objection or suggestion which may be received by the Central Government with respect to the proposal before the date specified above shall be considered by the Central Government.

[No. F.13-13/51-Com.]

J. S. RAJ, Under Secy.

New Delhi, the 10th October 1952

S.R.O. 1723.—In pursuance of the provisions of Section 4(4)(iii) of the Indian Lac Cess Act, 1930 (XXIV of 1930), the Bengal Chamber of Commerce have renominated Mr. B. M. Sarafis of Messrs. Rallis (India) Ltd., Calcutta to be a member of Indian Lac Cess Committee to represent the Shellac export trade with effect from the 1st October, 1952.

[No. F.3-5/52-Com.I.]

S.R.O. 1724.—In pursuance of the provisions of Section 4(4)(iv) of the Indian Lac Cess Act, 1930 (XXIV of 1930), the Calcutta Shellac Brokers Association have renominated Shri B. L. Singh of Messrs. Bhagirathiram and Sons, 14, Bentinck Street, Calcutta, to be a member of the Governing Body of the Indian Lac Cess Committee to represent lac brokers and shellac brokers in Calcutta with effect from the 1st October, 1952.

[No. F.3-5/52-Com.I.]

S. D. UDHRAIN, Under Secy.

MINISTRY OF REHABILITATION**(Office of the Chief Claims Commissioner)***Delhi, the 6th October 1952*

S.R.O. 1725.—In supersession of the Gazette Notification No. 7(49)/CCC/AE-51., dated 16th/21st May 1952, and in exercise of the powers delegated to me by the Central Government under its Notification No. 32(13)/AE/51, dated 15th May 1952, read with Section 4 of the Displaced Persons (Claims) Act, 1950 (XLIV of 1950) it is directed that the Chief Claims Commissioner, Claims Commissioners and Deputy Chief Claims Commissioner mentioned below shall exercise jurisdiction as revising authority in respect of claims pertaining to the localities specified in Column 4 of the Schedule.

SCHEDULE

Serial No.	Name of the revising authority	Name of appropriate revising authority	Jurisdiction
1	2	3	4
1	Shri I. M. Lall, C.C.C., Delhi.	1. All revisions relating to industrial claims. 2. All revisions relating to claims of the value of one lac and over.

1	2	3	4
2	Shri T. C. Aggarwal, Delhi	All revisions relating to N.W.F.P., Baluchistan and Bahawalpur land claims.
3	Shri S. P. Advani, Bombay	1. All revisions relating to Sind land claims. 2. All revisions relating to Sind urban and rural claims filed from Bombay State.
4	Shri K. G. Bhojwani C.C., Ajmer.	All revisions relating to Sind urban and rural claims, except those filed from Bombay State.
5	Shri M. R. Kalia, Delhi Dewan Fateh Chand, Delhi Shri H. C. Matta, Delhi .	Shri J. K. Khana C.C., Delhi.	All revisions relating to Mianwali, Gujranwala, and Multan districts, and N.W.F.P. except land claims of N.W.F.P.
6	Shri Pratap Shankra, Delhi. Shri Bhanju Ram Gandhi, Delhi. Shri K. C. Srivastava, Delhi.	Shri R. K. Vaish C.C., Delhi.	All revisions relating to Montgomery, D. G. Khan, Jhang, Muzaffargarh, Sheikhpura districts and Baluchistan and Bahawalpur except land claims of Baluchistan and Bahawalpur.
7	Shri Ram Lall, Jullundur Shri Kartar Singh, Jullundur.	Shri L. R. Sikand .	All revisions relating to Lyallpur, Lahore district rural, Sialkot district including Shakargarh, except Lahore City and Cantt.
8	Shri G. R. Bhudiraja, Delhi.	Shri T. C. Gupta, D.C.C.C., Delhi.	All revisions relating to Campbell-pore and Gujrat districts.
9	Shri Gurcharan Dass, Delhi. Shri Sawan Singh, Delhi.	Shri I. M. Lall, C.C., Delhi	All revisions relating to Lahore City and Cantt., Sargodha and Rawalpindi districts.

All revisions against the orders of Claims Officers including Attestation Officers relating to the districts mentioned in Column 4 above will lie to the appropriate revising authority mentioned in Column 3.

The revising authorities mentioned in Column 2 shall deal with such revisions and work as may be allocated to them by the appropriate revising authority mentioned against their names in Column 3 from time to time.

[No. 7(49)/CCC/AE-51.]

I. M. LALL,
Chief Claims Commissioner.

New Delhi, the 10th October, 1952.

S.R.O 1726.—In exercise of the powers conferred by Section 4 of the Displaced Persons (Claims) Act, 1950 (XLIV of 1950), the Central Government hereby appoints Shri N. C. Shrivastava, I.C.S., as Joint Chief Claims Commissioner, with effect from the 15th September, 1952.

[No. 32(22)AE/52.]

§. PRASADA, Dy. Secy.

MINISTRY OF TRANSPORT
PORTS*New Delhi, the 7th October 1952*

S.R.O. 1727.—In exercise of the powers conferred by clause (k) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), the Central Government hereby directs that the following further amendments shall be made in the Cochin Harbour Craft Rules, 1947, the same having been previously published as required by sub-section (2) of the said section, namely:—

In the said Rules:—

1. After sub-rule (4) of rule 13, the following sub-rule shall be inserted, namely:—

“(5) (1) The owner of every licensed harbour craft shall maintain a log book showing the following particulars, namely:—

- (a) the description of the trip outwards and inwards;
- (b) the purpose of each trip;
- (c) the approximate period the boat worked and the place of work; and
- (d) the approximate period the boat lay idle during the day and the place where it lay idle.

(2) The log book shall always be kept on board the craft and shall be produced for inspection whenever required by the Port Officer or any officer authorised by him in this behalf.”

2. In rule 24—

- (a) After the words “licensed to carry passengers”, the words “or goods” shall be inserted; and
- (b) the words “from any passenger”, where they occur for the first time, shall be omitted.

[No. 6-PII(89)/51.]

T. S. PARASURAMAN, Dy. Secy.

MINISTRY OF LABOUR*New Delhi, the 8th October 1952*

S.R.O. 1728.—In exercise of the powers conferred by sub-paragraph (2), of paragraph 1 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints the 6th day of October, 1952, as the date on which paragraphs 26, 27, 28, 33 sub-paragraph (1) of paragraph 36 and paragraph 37 of the said scheme shall come into force

[No. P. F. 501(21).]

New Delhi, the 10th October 1952

S.R.O. 1729.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (XIX of 1952), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Labour, No. S.R.O. 1341, dated the 29th July, 1952, namely:—

In the said notification the words ‘in relation to factories engaged in controlled industries or in an industry connected with a mine or an oilfield’ shall be omitted.

[No. P.F.516(17).]

New Delhi, the 13th October 1952

S.R.O. 1730.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952, (XIX of 1952), the Central Government hereby appoints Shri Debabrata Mallick, West Bengal, to be an Inspector for

the whole of the State of West Bengal for the purposes of the said Act and of any scheme made thereunder in relation to factories engaged in a controlled industry or in an industry connected with a mine or an oilfield.

[No. PF.516(37).]

S.R.O. 1731.—In pursuance of the provisions of paragraph 20 of the Employees' Provident Funds Scheme, 1952, made under section 5 of the Employees' Provident Funds Act, 1952, (XIX of 1952), the Central Government hereby appoints Shri Debabrata Mallick, West Bengal, to be the Regional Commissioner for the whole of the State of West Bengal to work under the general control and superintendence of the Central Commissioner.

[No. PF.516(37).]

SADASHIVA PRASAD, Dy. Secy.

New Delhi, the 8th October 1952

S.R.O. 1732.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the All India Industrial Tribunal (Bank Disputes) relating to grant of interim relief to workmen in banking companies.

AWARD

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY

I.A. No. 40/52 AND I.A. No. 44/52, IN REFERENCE NO. 1 OF 1952

I.A. No. 40/52 is an application by the bank employees represented by the All India Bank Employees' Association seeking clarification of certain points arising out of our interim award.

2. We have heard both parties. The first question relates to payment of overtime as per our interim award. We had stated clearly that for clerks the maximum number of hours of work would be 7 hours per week day and 4 hours on Saturday and that overtime payment would commence only after the expiry of the aforesaid periods on each day. As regards subordinate staff, though we had merely stated that the maximum number of hours of work would be 42½, we had not allocated the same. We now make it clear that the maximum hours should be 7 hours, 35 minutes on each week day and 4 hours, 35 minutes on Saturday. For work beyond the hours stated above, overtime payment should be made to both clerical and subordinate staff. We are informed that prior to the date on which our interim award became effective certain Banks where the working hours were shorter than the maximum which we have now prescribed were making certain payments. It was not our intention to disturb the payment of overtime in such cases. Wherever such payment is being made by any Bank at its Head Office or any of its branches it shall continue to be made as regards both clerical and subordinate staff.

3. The next point that is raised is whether in the case of a holiday the Bank should be entitled to say that unless 39 hours and 42½ hours of work a week are put in by clerical and subordinate staff respectively in each week there should be no overtime payment. In view of the clarification of the first point that overtime payment is to be dealt with as per work done each day, this question does not arise. So far as half-yearly closing days are concerned, these are declared holidays to enable Banks to close their accounts, and overtime payment shall commence after the hours of work fixed by us for those days viz. 7 hours on week days and 4 hours on Saturdays for clerical staff, and 7 hours, 35 minutes on week days and 4 hours, 35 minutes on Saturdays for subordinate staff. It has been stated before us that in a few Banks overtime was paid for the entire period of work on such declared holidays and such Banks as have been following this practice should continue to do so. In the Imperial Bank of India which follows a different practice altogether, payment for overtime on declared holidays shall be made in accordance with our directions above or according to their practice, whichever is more beneficial to the workmen. In other words, existing facilities which are in favour of the workmen shall be preserved.

4. The next point relates to the provision about lunch interval. We had stated that there should be a lunch interval of not less than half an hour during week days. It is urged that some Banks have fixed a longer interval so as to lengthen

the stay of the employees in the office. In our opinion, it is primarily for the employees concerned to state what interval is required for lunch. It should not be less than half an hour unless the hours as laid down by any local Act of any State, such as the Shops and Establishments Act, necessitate a longer interval. The Central Bank of India states that in U.P. it has had to increase the lunch recess to one hour so as to comply with the requirements of a local Act, a point which had been inadvertently overlooked for sometime. Except in those cases where a substantial number of employees make it clear in writing that they would be content with a certain interval provided it is not less than half an hour or what is legally fixed by any local Act and provided also it does not exceed a maximum of one hour the Banks should comply with the demands of the staff relating to the length of the lunch interval and they should not force on the staff a longer period than what they desire. For Saturday, we do not intend to provide for a compulsory lunch interval. We are not aware of any legal requirement which necessitates such interval either. Our idea was that as much as possible of Saturday afternoon ought to be at the disposal of the employees for their own purposes. The Banks should not fix any lunch interval for Saturday. Of course, if the majority of the employees of any Bank require a lunch interval, it is open to them to request the Bank for such facility. The Banks are not to force an interval against the wishes of the majority of the employees on Saturday. It is pointed out on behalf of the Bank of India that there has been an "unofficial" lunch interval of half an hour or so on Saturdays and this system has been working satisfactorily. In other words, the staff has been taking some time unofficially for lunch and the Bank acquiesced in it though not in a formal way. Now the Bank has set apart officially a half-hour interval as for lunch on Saturday. The employees do not want this. Mr. Seervai vigorously contended that this should not be disturbed by a general direction from us that Banks should not force a lunch interval on Saturday. We are not able to agree with him. Almost all other Banks (including the Reserve Bank of India) do not provide for a lunch interval on Saturday. We do not anticipate that any special difficulty will be caused by removal of this Saturday lunch hour, even in the case of the Bank of India. We therefore hold that the Bank of India also should fall into line with other Banks in this matter. We feel certain that they will not experience any special difficulty on account of this, but if the workmen do not complete the necessary and normal work of Saturday and continue to avail themselves of an unofficial lunch interval such a thing may not be recognized by the Bank and the employees will be doing so at their risk.

5. The next point raised is whether the Banks in Part 'B' States are to be governed by the Interim award. Undoubtedly our interim order applies to such of the Banks in Part 'B' States as are parties to the reference. The Hyderabad State Bank which has taken a contrary view is clearly wrong. This and such other Banks in Part 'B' States as are covered by the reference to us must also comply with our order.

6. In a supplementary petition (I.A. No. 44/52) the employees have raised the question relating to the applicability of the interim award to "Accountants, Head Cashiers, Supervisors and such other so-called officers and also in the case of chowkidars, armed guards, sweepers and such other staff of the Banks working at the residences of the officers". They want clarification with regard to the position of these employees in relation to the interim award. Without anticipating in any way the final award with reference to the proper classification of these employees in the categories of subordinate staff, clerical staff or non-workmen officers, we direct that the following rule be observed for the purposes of our interim award with effect from 4th August 1952 till our final award comes into force. Such classes of these employees as were treated as workmen by any Bank at its headquarters or at any of its branches or pay offices etc. as on 1st April 1951, shall be treated as having the benefit of our Interim award as and from 4th August 1952 irrespective of the designation. Similarly, in the case of the subordinate staff, the same rule should be observed with one exception however. With regard to employees like chowkidars, armed guards etc. who may be described as belonging to the category of "watch and ward staff" and also with regard to domestic servants at the residences of officers though paid by the Bank, the interim award will not be applicable to them so far as their hours of work are concerned. They will, however, have the benefit of the medical relief available to other subordinate staff. Of course, with regard to these excepted employees any provisions of the Shops and Establishments Act relating to working hours and overtime payment must necessarily be adhered to by Banks. Moreover, if in our final award we come to the conclusion that all or some of these excepted employees should have the benefit of shorter working hours and other reliefs which we may give, the question of

payment for the extra hours of work to these employees may be raised before us for our decision during the hearing of the main issues.

7. Another small point relates to the claim for medical relief regarding examination of eyes, dental treatment and patent medicines. We are not going to add to what we have stated already. Only such existing medical facilities as the Banks were giving as on 1st August 1952 shall continue to be provided by them and in addition thereto they will make payments for medical bills up to the prescribed amount. We see no justification for now adding other items of medical relief which Banks were not giving at the relevant date. Only existing facilities as are being given should be continued. The directions relating to medical relief shall apply to all Banks (including those in Part 'B' States) and for this purpose they shall be classified as 'A' class, 'B' class and 'C' class on lines similar to those laid down in the Sen Award.

8. These directions should be read as part of and supplemental to our main interim award dated 21st July 1952.

(Sd.) S. PANCHAPAGESA SASTRY,
Chairman.
(Sd.) M. L. TANNAN,
Member.
(Sd.) V. L. D'SOUZA,
Member.

BOMBAY;
8th September, 1952.

[No. LR-100(43)]

S.R.O. 1733—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the All India Industrial Tribunal (Bank Disputes), in respect of applications under section 33-A of the said Act preferred by certain workmen of banking companies.

**AWARDS
BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

COMPLAINT No. 13/52 IN REFERENCE No. 1 OF 1952

Shri Babu Ram Upadhya

Versus

Allahabad Bank Limited

This is a complaint by Shri Babu Ram Upadhya under Section 33A of the Industrial Disputes Act, 1947 (Act XIV of 1947). The complaint, sets out that the workman is an active trade union worker and office-bearer of the U.P. Bank Employees Union, Hathras and also a member of the Provincial General Council and that he has been transferred from Hathras to Muzaffarnagar during the pendency of the proceedings before this Tribunal without any permission from us and that this transfer is by way of victimization because of his trade union activities which did not find favour with the local branch Agent. The Bank has filed a statement wherefrom it appears that there were complaints about his rudeness of behaviour to the Bank's constituents which on investigation by the Bank's Inspector was found to be true and only thereafter, in the Bank's interests, the workman was transferred. The Bank denies any knowledge of the employee's trade union activities and states that the transfer order had no connection with any such activities.

2. During the enquiry it was found that there was an element of punishment in this transfer as it was ordered only because the employee was found to be discourteous towards the Bank's constituents and such conduct deserved punishment. It was admitted by the Bank that he was not charge-sheeted nor his explanation taken with respect to this alleged misbehaviour and rudeness to the constituents of the Bank resulting in the proposed transfer order. The employee has now filed a certificate signed by a number of persons who are said to be constituents of the Bank which states that his behaviour towards them was quite satisfactory. The Bank's Counsel admitted before us that the complaints of some constituents against the employee were only oral. According to the Bank, an Inspector of the Bank also made enquiries and was satisfied that the complaints were true although the

Bank did not charge-sheet the employee or take his explanation. They claim to have acted bonafide and ordered a transfer only because the interests of the Bank required that the employee against whom some constituents were complaining about rude behaviour should not be kept in that branch. We are satisfied that, in this particular case, the transfer would not have been made by the Bank except for the complaints that he was rude to certain constituents. We asked the Bank whether in view of the fact that the employee had not been charge-sheeted and his explanation not taken and no opportunity was given to him to disprove any complaint of rudeness towards constituents, and in view of the certificate now produced by him from the local constituents of the Bank, it would be possible for the Bank to retransfer the man from Muzaffarnagar to Hathras. The Bank's Counsel took time for consulting his clients. We have since been informed by a letter from the Bank's Counsel that the employee has been retransferred from Muzaffarnagar to Hathras.

3. In view of this the employee's representative before us agreed that the complaint may now be taken as not pressed. We wish to state that we are satisfied that the Bank's original order of transfer was not due to any desire to 'victimize' the employee for alleged trade union activities. In the circumstances our award is that no orders are necessary now in this complaint.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 8th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

COMPLAINT No. 37 of 1952

Shri Madan Mohan Katyal

Versus

The Punjab National Bank Limited.

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 (Act XIV of 1947), by a godownkeeper employed by the Punjab National Bank in its Dehra Dun Branch. He has been in the service of the Bank from April 1948. He claims to have been an active trade union worker all along. On 26th May 1952 he was served with an order of transfer from Dehra Dun to Jhansi. His complaint is against this order, on the ground that it is in contravention of Section 33 of the Act. In his complaint it is stated that one Dogar Mal Jindal was brought as a godownkeeper to Dehra Dun a few months back and that he, being junior in service, should have been transferred. In the arguments before us, the representative of the U.P. Bank Employees' Union who appeared for the workman also stated that the other godownkeeper Shri Jindal was junior to Shri Katyal and had come to Dehra Dun only about March of this year. These statements were however found to be inaccurate. The Union representative had to admit that they were wrong. Shri Jindal was stated by the Bank to be of longer service than Shri Katyal. He was therefore transferred to Dehra Dun and the transfer took place as early as September 1951.

2. According to the Bank the account of U.P. Co-operative Marketing Federation Ltd., in connection with which Shri Katyal had been transferred to Dehra Dun from Muzaffarnagar having been closed he became surplus to the requirements of the branch at Dehra Dun. The branch office at Jhansi had made urgent requisition for a godownkeeper. It was under these circumstances that the Head Office directed the transfer of Shri Katyal from Dehra Dun to Jhansi. Though the workman was informed of this order of transfer as soon as he came to the Bank on 22nd May 1952, he left the office without informing the Branch Manager or any other person, even before the written order of transfer could be served on him. That is the allegation of the Bank. It is admitted that this workman did not proceed to Jhansi but had gone to his village in Kashmir. He seems to have sent an application for leave on the ground that he was ill. In these circumstances it is clear that this particular transfer was made in the exigencies of the Bank's work and it was an ordinary act of management. There is no element of punishment

In his order nor even any ground to suggest any idea of victimization. This complaint therefore has to be rejected as totally devoid of merits. We pass an award accordingly dismissing this complaint.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 13th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

COMPLAINT NO. 63/52 UNDER SECTION 33A OF THE INDUSTRIAL DISPUTES ACT, 1947

Shri Ram Ajore Misra

Versus

Devkaran Nanjee Banking Company Limited

This is a complaint by Shri Ram Ajore Misra who was employed as a watchman in the Dadar branch of the respondent Bank. He was taken in service on 8th February 1952 and was discharged on 14th July 1952. His complaint is against termination of his service.

2. The Bank's reply sets out that the workman was originally employed as a temporary watchman. His services were terminated when the permanent employee who had gone on leave returned to work.

3. Both the parties have settled this dispute. The Bank has agreed to pay a sum of Rs. 100 to the watchman in full settlement of his claim. The money was paid by the Bank's representative to the workman in our presence. The workman stated before us that he was satisfied and he was not pressing the complaint. In these circumstances no orders are necessary. We pass an award accordingly.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 13th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

COMPLAINT NO. 48 OF 1952 UNDER SECTION 33A OF THE INDUSTRIAL DISPUTES ACT, 1947

Shri A. K. Rai—Complainant.

Versus

The Hindustan Commercial Bank Ltd.—Opposite Party

This is a complaint by Shri A. K. Rai against the Hindustan Commercial Bank Limited, Bombay, that the workman was made to retire from service by the order of the Bank, dated 28th June 1952 without obtaining the permission of this Tribunal.

It is common ground that Shri A. K. Rai entered service in 1944 as a peon in the Bombay Branch and that he attained the age of 55 years about the 14th of June 1952. Under the service rules of the Bank an employee is subject to compulsory retirement when he reaches the age of 55 years unless the Board of Directors on the recommendation of the Managing Director grants him an extension. The order of the 28th June 1952 states that the employee was 55 years of age and as such he was not eligible for further service in the Bank and that the Head Office accordingly decided that he should be asked to retire from service of the Bank and paid one month's salary in lieu of notice. He was relieved on the afternoon of 28th June 1952. He was paid a month's salary and dearness allowance. He was asked to apply to the Trustees of the Provident Fund for the refund of his contribution towards that fund.

The complaint of the employee is that there has been an alteration of the existing conditions of service and that the Tribunal's permission has not been taken to terminate his services. This is the only ground on which the workman urges that Section 33 has been contravened. His contention is sought to be supported on the ground that in the main enquiry before us the issues of gratuity, provident fund, pay scales, allowances, service conditions, age of retirement etc. are being raised

and that pending the final award of this Tribunal the Bank is not justified in compelling him to retire. The reply of the Bank filed before us states that there is no alteration of the existing conditions of service and that it is only the enforcement of the existing rules relating to retirement at the age of 55 years which has led to the termination of the services of this employee.

We are of opinion that in this case there is no contravention of Section 33 of the Industrial Disputes Act. Admittedly under the present conditions of service governing the employee, it is open to the Bank to compel retirement when he attains 55 years of age unless the Board of Management thinks otherwise. In this particular case, therefore, we cannot say that the compulsory retirement is an alteration of existing conditions of service. It is merely an enforcement of the existing conditions. Section 33 is not therefore applicable; hence this complaint under Section 33A is not sustainable.

It is argued that the employee is one of the parties to the dispute pending before this Tribunal as and from 5th January 1952 and his compulsory retirement at this stage would prejudice his rights if ultimately the award of the Tribunal secures for the workman certain extra rights which are not available under existing conditions of service. This may be so but it will depend mainly on the terms of our final award and the date from which such award is to become operative. The present order relating to compulsory retirement will not, however, prejudice his right to any benefits under the final award if such a right accrues to him as a result of that award. For the moment we are only concerned with the question whether permission of the Tribunal is required for enforcing existing conditions of service relating to compulsory retirement of employees even during the pendency of the main enquiry before the Tribunal. It is clear that Section 33 applies only to cases of alteration of existing conditions and not to cases where the existing conditions are merely enforced. This complaint, therefore, has got to be rejected. We pass an award accordingly.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 12th September, 1952.

[No. LR-100(18).]

S.R.O. 1734.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the All India Industrial Tribunal (Bank Disputes) in the matter of victimisation, etc., of workmen in the United Commercial Bank Limited.

AWARDS

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY

SERIAL No 8 IN REFERENCE No. 2/52., (S.R.O. 42, DATED 8TH JANUARY 1952).

Shri Jatindralal Mukherjee

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under Government of India, Ministry of Labour Notification S.R.O. No. 42, dated 8th January 1952. It appears in the schedule as Serial No. 8 and the nature of the dispute as set out therein is as follows:—

“Discharge from service”.

Notice was issued by registered post to the workman on 12th February 1952 calling upon the workman to file a statement of his case on or before 29th February 1952. Though the notice was served on the workman he did not file any statement. It was found that the Sen Tribunal had given certain directions in favour of the workman. The office of the Tribunal was, therefore, directed to write to the Bank and ascertain whether those directions were implemented and whether any dispute still existed between the Bank and the workman. The Bank in its reply, dated 3rd September 1952 has written to us as follows:—

“With reference to your letter No. 3246 of the 7th *ultimo*, we have to inform you that, in pursuance of the directions made by the learned Sen Tribunal, as referred

to in your letter under reference, we made an offer for reinstatement which the above person declined to accept as he had taken up another appointment and did not wish to join the Bank.

In the circumstances, no dispute can still exist between him and the Bank".

In these circumstances we pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) M. L. TANNAN, *Member.*

BOMBAY;

The 4th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

SERIAL No. 99 IN REFERENCE No. 2/52. (S.R.O. 42, DATED 8TH JANUARY, 1952)

Shri Lal Singh

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under Government of India, Ministry of Labour Notification S.R.O. No. 42, dated 8th January 1952. It appears in the schedule as Serial No. 99 and the nature of the dispute as set out therein is as follows:—

"Dismissal from service".

Notice was issued by registered post to the workman on 12th February 1952 calling upon the workman to file a statement of his case on or before 29th February 1952. Though the notice was served on the workman he did not file any statement. It was found that the Sen Tribunal had given certain directions in favour of the workman. The office of the Tribunal was, therefore, directed to write to the Bank and ascertain whether those directions were implemented and whether any dispute still existed between the Bank and the workman. The Bank in its reply, dated 28th August 1952 has written to us as follows:—

"With reference to your letter No. 3250, dated 7th August 1952, we have to inform you that the payment directed by the learned Sen Tribunal as referred to in your letter under reference has already been made to the above person and, in the circumstances, no dispute can still exist".

In these circumstances we pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 4th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

SERIAL No. 100 IN REFERENCE No. 2/52. (S.R.O. 42, DATED 8TH JANUARY 1952)

Shri Ramanath Singh

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under Government of India, Ministry of Labour Notification S.R.O. No. 42, dated 8th January 1952. It appears in the schedule as Serial No. 100 and the nature of the dispute as set out therein is as follows:—

"Dismissal from service".

Notice was issued by registered post to the workman on 12th February 1952 calling upon the workman to file a statement of his case on or before 29th February 1952. Though the notice was served on the workman he did not file any statement. It was found that the Sen Tribunal had given certain directions in favour of the workman. The office of the Tribunal was, therefore, directed to write to the Bank and ascertain whether those directions were implemented and whether any dispute

still existed between the Bank and the workman. The Bank in its reply dated 28th August 1952 has written to us as follows:—

“With reference to your letter No. 3249, dated 7th August 1952, we have to inform you that the payment directed by the learned Sen Tribunal as referred to in your letter under reference has already been made to the above person and, in the circumstances, no dispute can still exist”.

In these circumstances we pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 4th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

SERIAL No. 369 IN REFERENCE No. 2/52. (S.R.O. 42, DATED 8TH JANUARY 1952)

Shri Baldeo Ram Nagar

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under Government of India, Ministry of Labour Notification S.R.O. No. 42, dated 8th January 1952. It appears in the schedule as Serial No. 369 and the nature of the dispute as set out therein is as follows:—

“Termination of employment”.

Notice was issued by registered post to the workman on 12th February 1952 calling upon the workman to file a statement of his case on or before 29th February 1952. Though the notice was served on the workman he did not file any statement. It was found that the Sen Tribunal had given certain directions in favour of the workman. The office of the Tribunal was, therefore, directed to write to the Bank and ascertain whether those directions were implemented and whether any dispute still existed between the Bank and the workman. The Bank in its reply dated 29th August 1952 has written to us as follows:—

“With reference to your letter No. 3251, dated the 7th instant, we have to inform you that the payment directed by the learned Sen Tribunal as referred to in your letter under reference has already been made to the above person. In this connection, we have also received a letter, dated the 26th February 1952 from the above person, a copy of which is enclosed, stating that he has no dispute with the Bank.

In the circumstances, no dispute can still exist between him and the Bank”.

In these circumstances we pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 4th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

SERIAL No. 7 IN REFERENCE No. 2 OF 1952. (S.R.O. 42, DATED 8TH JANUARY 1952)

Shri B. B. Dhar

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42, dated 8th January 1952. It appears there as Serial No. 7. The nature of the dispute as set out therein is as follows:—

“Discharge from service”.

2. Notice was issued to the workman by registered post on 12th February 1952 calling upon him to file his statement of the case on or before 29th February 1952.

The same was returned to us undelivered. We found that there were similar cases of the workmen of this Bank where also the notices sent to them were returned unserved. On 10th May 1952 we directed the office of the Tribunal to write to the Bank to furnish us with the correct particulars of the addresses of these workmen and also to let us know whether the disputes were still outstanding. The Bank informed us, in its letter dated 15th May 1952, that it had already furnished us with the addresses of these persons, that their present addresses were not known to them and that the Bank was not aware of any dispute still outstanding or pending. Thereafter the office was directed to issue fresh notices to these workmen including the workman in the case under discussion. The office was also directed to write to the Bank and issue instructions in the matter of serving fresh notices on these workmen through the agency of the Bank. The instructions are contained in the letter of the office dated 28th June 1952. One of the instructions issued in the above letter was that a copy of the notice should be affixed to the last known place of residence of the employee. The Bank in its letter, dated 4th July 1952 expressed certain difficulties in the way of carrying out this particular instruction. In its place therefore the Bank was directed to send notices by registered post direct to the workmen to their last known places of residence. The Bank has now forwarded an affidavit of service for carrying out our instructions.

3. So far as this workman is concerned, though our second notice sent direct by the office to the workman by registered post was again not served, the receipt filed by the Bank shows that the Bank served the notice on him as early as 11th July 1952. More than two months have elapsed since the date of service and the workman has not filed any statement. In these circumstances we are of opinion that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 20th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

SERIAL No. 374 IN REFERENCE No. 2 OF 1952. (S.R.O. 42, DATED 8TH JANUARY 1952).

Shri Tek Bahadur

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42, dated 8th January 1952. It appears there as Serial No. 374. The nature of the dispute as set out there is as follows:—

"Discharge from service".

2. Notice was issued to the workman by registered post on 12th February 1952 calling upon him to file his statement of the case on or before 29th February 1952. The same was returned to us undelivered. We found that there were similar cases of the workmen of this Bank where also the notices sent to them were returned unserved. On 10th May 1952 we directed the office of the Tribunal to write to the Bank to furnish us with the correct particulars of the addresses of these workmen and also to let us know whether the disputes were still outstanding or pending. Thereafter the office was directed to issue fresh notices to these workmen including the workman in the case under discussion. The office was also directed to write to the Bank and issue instructions in the matter of serving fresh notices on these workmen through the agency of the Bank. The instructions are contained in the letter of the office dated 28th June 1952. One of the instructions issued in the above letter was that a copy of the notice should be affixed to the last known place of residence of the employee. The Bank in its letter, dated 4th July 1952 expressed certain difficulties in the way of carrying out this particular instruction. In its place therefore the Bank was directed to send notices by registered post to the workmen to their last known places of residence. The Bank has now forwarded an affidavit of service for carrying out our instructions.

3. So far as this workman is concerned though the second notice is issued by the office was again returned to us undelivered, the Bank was able to effect service of the notice on him. The receipt filed by the Bank shows that the workman received

the notice as early as 11th July 1952. More than two months have elapsed and the workman has not filed any statement. In these circumstances we are of opinion that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'Souza, *Member.*

BOMBAY;
The 20th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

SERIAL NO. 23 IN REFERENCE NO. 2 OF 1952. (S.R.O. 42, DATED 8TH JANUARY 1952).

Shri Siteshwar Prosad

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42, dated 8th January 1952. It appears there as Serial No. 23. The nature of the dispute as set out therein is as follows:—

"Discharge from service".

2. Notice was issued to the workman by registered post on 12th February 1952 calling upon him to file his statement of the case on or before 29th February 1952. The same was returned to us undelivered. We found that there were similar cases of the workmen of this Bank where also the notices sent to them were returned unserved. On 10th May 1952 we directed the office of the Tribunal to write to the Bank to furnish us with the correct particulars of the addresses of these workmen and also to let us know whether the disputes were still outstanding or pending. Thereafter the office was directed to issue fresh notices to these workmen including the workman in the case under discussion. The office was also directed to write to the Bank and issue instructions in the matter of serving fresh notices on these workmen through the agency of the Bank. The instructions are contained in the letter of the office dated 28th June 1952. One of the instructions issued in the above letter was that a copy of the notice should be affixed to the last known place of residence of the employee. The Bank in its letter dated 4th July 1952 expressed certain difficulties in the way of carrying out this particular instruction. In its place therefore the Bank was directed to send notices by registered post to the workmen to their last known places of residence. The Bank has now forwarded an affidavit of service for carrying out our instructions.

3. So far as this workman is concerned though the second notice issued by the office was again returned to us undelivered, the Bank was able to effect service of the notice on him. The receipt filed by the Bank shows that the workman received the notice as early as 8th July 1952. More than two months have elapsed and the workman has not filed any statement. In these circumstances we are of opinion that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'Souza, *Member.*

BOMBAY;
The 20th September, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

SERIAL NO. 9 IN REFERENCE NO. 2 OF 1952. (S.R.O. 42, DATED 8TH JANUARY 1952).

Shri Sailendra Nath Ghosh

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42, dated 8th January 1952. It appears there as Serial No. 9. The nature of the dispute as set out therein is as follows:—

"Discharge from service".

2. Notice was issued to the workman by registered post on 12th February 1952 calling upon him to file his statement of the case on or before 29th February 1952.

The same was returned to us undelivered. We found that there were similar cases of the workmen of this Bank where also the notices sent to them were returned unserved. On 10th May 1952 we directed the office of the Tribunal to write to the Bank to furnish us with the correct particulars of the addresses of these workmen and also to let us know whether the disputes were still outstanding. The Bank informed us, in its letter dated 15th May 1952, that it had already furnished us with the addresses of these persons, that their present addresses were not known to them and that the Bank was not aware of any dispute still outstanding or pending. Thereafter the office was also directed to write to the Bank and issue instructions in the matter of serving fresh notices on these workmen through the agency of the Bank. The instructions are contained in the letter of the office dated 28th June 1952. One of the instructions issued in the above letter was that a copy of the notice should be affixed to the last known place of residence of the employee. The Bank in its letter dated 4th July 1952 expressed certain difficulties in the way of carrying out this particular instruction. In its place therefore the Bank was directed to send notices by registered post direct to the workmen to their last known places of residence. The Bank has now forwarded an affidavit of service for carrying out our instructions.

3. So far as this workman is concerned the Bank does not seem to have sent the notice by registered post. But then the report of the officer who affixed the notice in the last known place of residence has been filed by the Bank. Further the second notice issued by our office direct to the workman on 26th June 1952 has been duly served on him. Though more than two months have elapsed since the date of service of this notice, the workman has not filed any statement. In these circumstances we are of opinion that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 20th September, 1952.

[No. LR-100(30).]

New Delhi, the 13th October 1952

S.R.O. 1735.—Whereas a vacancy has occurred in the office of the sole member of the Industrial Tribunal, constituted by the Notification of the Government of India in the Ministry of Labour No S.R.O. 1158, dated the 19th July, 1951;

Now, therefore, in exercise of the powers conferred by subsection (2) of section 8 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby appoints Shri E. Krishnamurthy, Retired District and Sessions Judge to fill the said vacancy.

[No. LR-2(345)I.]

S.R.O. 1736.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award of the Industrial Tribunal (Punjab National Bank Disputes), Calcutta, in respect of the dispute between the Punjab National Bank Limited and its workmen.

INDUSTRIAL TRIBUNAL (PUNJAB NATIONAL BANK DISPUTES)

20/1, Gurusaday Road, Ballygunge, Calcutta-19.

Before Shri K. S. Campbell-Puri, B.A., LL.B., *Chairman.*

REFERENCE No. 3 of 1951

Parties

The Punjab National Bank Ltd., Delhi

vs

Their workmen

APPEARANCES

Shri Prem Rattan Bhatia, Secretary, with Shri Bua Ditta for All India Punjab National Bank Employees Federation.

Shri Ram Sahay, Officer on special duty for the Bank.

AWARD

By Notification No. LD.90(107), dated 10th August 1951, the Government of India in the Ministry of Labour referred an industrial dispute between the Punjab

National Bank Ltd., Delhi, its branches and Treasurers Contractors on the hand and their workmen and the All India Punjab National Bank Employees Federation and U. P. Bank Employees Union representing such workmen on the other hand to this Tribunal for adjudication, in respect of the matters specified in the Schedule I annexed thereto, which is reproduced as under:

SCHEDULE I

1. Wrongful dismissal of 5 Cashiers, Assistant Cashiers, Head Cashiers and Hundi Presenters of the Punjab National Bank Ltd., mentioned in Schedule II and their reinstatement.
2. In the event of any order for reinstatement, payment of wages and allowances etc., from the date of dismissal to the date of reinstatement.

The names of the workmen were also mentioned in Schedule II which are stated as below:

SCHEDULE II

S. No.	Name of the workmen	Deptt. or Branch
1.	Shri Gian Chand	Karnal
2.	„ Hukum Chand	Do.
3.	„ Mahabir Parshad	Ferozepore Cantt.
4.	„ Amar Nath Sharma	Do.
5.	„ Kundan Lal Bajaj	Do.

Shri Hukam Chand mentioned at No. 2, however was taken back in the service of the Bank and his case needs no adjudication. The remaining four persons were represented by Shri P. R. Bhatia, Secretary, All India Punjab National Bank Employees Federation, and the Bank was represented by Shri Ram Sahay, Officer on Special Duty, for the Bank. The statement made by Shri Bhatia on behalf of the Employees Federation put briefly is that the employees have been serving in the Bank for the last several years and as such are old employees. They are the members of the Union which is affiliated to the All India Punjab National Bank Employees Federation. It so happened that during the pendency of a dispute Shri M. Subarwal, Secretary of the Union was suspended on 16th April 1951 and out of protest against the suspension of Shri Subharwal all the employees of Delhi Branch went on strike. The management suspended some more persons which worsened the situation and the Employees Federation launched a strike on all India basis. The Bank however instead of coming to terms with the Union served notices on a large number of employees to terminate their services including these four persons. Ultimately Government intervened and negotiations went on for some time and an agreement was arrived at on 9th May 1951 whereby the Bank agreed to take back all the employees except 150 whose case was to be decided by adjudication. It was submitted that the Bank was not justified in refusing to reinstate these persons in contravention to the terms of the agreement arrived at through the good offices of the Government and that the dismissal was wrongful and they are entitled to reinstatement and payment of back salary and allowances from the day of strike to the date of reinstatement.

On the other hand the Bank's case as stated by Shri Ram Sahay is that the employees admittedly went on strike in April 1951 and as the number of employees was large say about 1200 the work of the Bank was paralysed and consequently the management called upon the employees to rejoin their duties and in this connection a circular was issued and published in newspapers also asking them to rejoin their duties by 26th April, 1951 failing which they were deemed to have vacated their appointments. After this negotiations ensued on the intervention of Government which continued for sometime and an understanding was reached between the Government and management whereby the Bank was to take all the strikers back into their service excepting 150 persons whose names and particulars were to be supplied to the Government and the case of those 150 persons was referred to a Tribunal for adjudication. Shri Ram Sahay however further stated that this understanding arrived at between the management and the Government could not be treated as an agreement and it would be misnomer if it be said so. That

this understanding was of a general and tentative nature and was prompted by the generosity of the Bank to take back the employees into service without going into the merits of each case in order to appease the excitement and bring about harmony between the employer and the employee. The Bank's representative proceeded that the strike was illegal and the Bank was not bound by any such understanding especially when strikers were not a party to that understanding. On merits, it was submitted that these four persons were working in the Cash Department under the Contractor cashiers and their guarantee having been cancelled they were called upon to furnish fresh letter of authority. They approached the contractor cashier to do the needful but failed to comply with the demand of the Contractor cashier. Subsequently, the matter was agitated before the Ministry of Labour and after some correspondence it was urged upon the Government on behalf of the Bank management that these asset cashiers were virtually the appointees of the contractor cashier and not the direct employees of the Bank and as such until and unless the letter of renomination was forthcoming the Bank was helpless in re-appointing them. The Ministry accordingly for the purpose of adjudication referred the matter by a particular reference in question wherein the contractor cashiers have also been impleaded as parties as borne out by the Order of Reference itself. In this connection a preliminary objection was raised that the contractor cashiers and the treasurers concerned should have been called to present their case also in order to adjudicate upon the matter completely. Now in regard to the preliminary objection the main argument advanced on behalf of the Bank was that the contractor cashiers were made a party to the dispute but they were not summoned and in their absence any adjudication of the Reference would be invalid, and any award made at their back would create a deadlock more especially if reinstatement is allowed. The objection was controverted by the other side and it was urged that contractor cashiers themselves are also employees of the Bank which is amply evidenced from the very agreement made between the Bank and the contractor cashiers exhibited on the record on behalf of the Bank. It was argued that the principal employer is the Bank and mention of the contractor cashiers in the reference along with the Bank is only by way of explanation along with the Branches also. The argument was stressed that in case the contractor cashiers were a party to the dispute all the branches of the Bank which are mentioned in the order of Reference will also be considered as a party which would lead to absurdity. It was next contended that in the case of 21 cashiers already decided by Mr. Justice A. N. Sen on such objection was taken and the one raised now is an afterthought.

On the perusal of the record I find that this objection was not raised in the written statement filed by the Bank and the contractor cashiers also form a part of cash department and cannot arrogate the position of an employer. Shri Chaman Lal and Shri Bal Kissen Khanna, the two contractor cashiers of Karnal and Ferozepur Branch respectively were examined by the Bank as their witnesses but their statements are silent with regard to the objection raised by Shri Ram Sahay. The objection manifestly is devoid of any substance and the same is repelled.

On merits the parties relied upon considerable documentary evidence comprising of correspondence with the Government and *inter se* between the parties. The Union mainly relied upon the arrangement arrived at between the Government and the Punjab National Bank through Ministry of Labour and referred to the letter of the Joint Secretary to the Government of India dated 9th May 1951 (Ex. B) and another letter of the Deputy Secretary to the Government of India dated 10th May 1951 (Ex.-C) as well as head office Circulars No. 257 and No. 258 both dated 31st May, 1951 sent by Shri B. N. Puri, Secretary, Punjab National Bank Ltd., to all Branches. (Ex. H and J). On the other hand the Bank, besides oral evidence brought on the record by examining the two contractor cashiers, filed a score of documents relating to the correspondence between the contractor cashiers and the Bank in regard to re-nomination letter to be issued for the purpose of reinstatement. I have no mind to make short shrift of the evidence brought on the record but keeping in view that the one question involved in the case is as to whether these three assistant cashiers and one Hundi Presenter who were admittedly not taken in the list of 150 persons were to be taken back in service or not, this evidence has little bearing on the point. The words used in the Issue referred to are 'wrongful dismissal' of five cashiers etc. and their reinstatement, and however unhappy the wording of the issue may be, this aspect of the question sets at rest when it was covered by a certain arrangement if not exactly agreement, to which word the employer took exception, arrived at between the Government and the Punjab National Bank. Now as to what that arrangement was the same is sufficiently explained in exhibits B, C, H and J referred to above and all four documents are reproduced for facility of reference as below:

Ex. B

Government of India,
Ministry of Labour,
New Delhi, the 9th May 1951.

From

K. N. Subramanian, Esq., I.C.S.,
Joint Secretary to the Government of India.

To

Lala Yodh Raj, Managing Director,
Punjab National Bank Ltd.,
Delhi.

Dear Sir,

With reference to the various discussions that you have had with the Finance Ministry and ourselves regarding the reinstatement of the employees of your Bank dismissed by you during the recent strike, we, in consultation with the Finance Ministry, feel that the best method of tackling the situation would be for the Punjab National Bank to reinstate all employees except those to whose reinstatement you have positive objection. It is understood that the number of the latter category of employees will not exceed 150 and that you are agreeable to have their cases referred for adjudication to an Industrial Tribunal. It is also understood that those who report for duty will sign a simple declaration to the effect that they are rejoining duty.

2. You have explained that the Bank Management has not treated the strike as a break in service in the case of employees who have already rejoined and that they have regularised the absence by the grant of leave with or without pay as admissible. It is understood that this policy will be applied in future cases also.

3. Would you please supply me with a list of those employees whom you do not propose to allow to resume duty so that their cases may be referred to a Tribunal? I shall also be grateful if you will kindly issue instructions accordingly to your branch offices immediately and give publicity to these.

Yours Faithfully,
(Sd.) K. N. SUBRAMANIAN,
Joint Secretary to the Government of India.

Ex. C.

No. LR. 90(107).
Government of India,
Ministry of Labour,
New Delhi, the 10th May, 1951.

To

The General Secretary,
All India Punjab National Bank Employees Federation,
15/6, Patel Nagar East, Delhi.

Sir,

With reference to your letter No. AI/G/79/51, dated the 1st May, 1951, and the various discussions you have had with us prior to it, I am directed to say that the Punjab National Bank have no objection to the rejoining of all the 1154 employees except for a maximum number of 150 employees against whom the Punjab National Bank have positive objection. The Bank Management will not treat the strike as a break in service in the case of employees who will rejoin duty; and their absence will be regularised by the grant of leave with or without pay as admissible. Those who report for duty need sign only a simple declaration to the effect that they are rejoining duty. The cases of employees against whom the Bank has objection are being referred to an Industrial Tribunal for adjudication.

2. I am to request you to instruct the employees, against whom the Bank has no objection, to rejoin duty immediately.

Yours Faithfully,
Deputy Secretary to the Government of India.

10th May, 1951.

Ex H

THE PUNJAB NATIONAL BANK LIMITED, SHREE NIWAS UNDERHILL ROAD,
CIVIL LINES, DELHI

TO ALL BRANCHES:

HEAD OFFICE CIRCULAR No. 257, dated 31st May, 1951.

Ref:—Head office Circular No. 203, dated 10th May, 1951.

Reg: Reinstatement of employees except 150 against whose reinstatement the Bank has positive objection.

Branches are directed to strictly follow the following instructions in regard to employees not included in the list of 150 who went on strike and who are to be reinstated.

1. Leave without pay granted to any member of the staff who went on strike and has rejoined on making a declaration is not to be considered as break in service.

2. In our circular No. 208 dated 10th May, 1951, we had advised you that cashier staff is to be reinstated on bringing a letter of renomination from the cashier contractor. We have received reports that a number of cashiers have not been renominated by the Cashier Contractors. As we stand committed to the Government that we have to reinstate all the employees except 150 against whose reinstatement the Bank has positive objection, the managers are requested to use their good influence with the Cashier Contractors to have them renominated after getting the letters of nomination in favour of the substitute staff cancelled from the cashier contractor. If the managers meet with any difficulty in getting letters of renomination they should refer the matter to us.

EX. J.

THE PUNJAB NATIONAL BANK LIMITED, SHREE NIWAS, 8 UNDERHILL
ROAD, CIVIL LINES, DELHI.

TO ALL BRANCHES:

HEAD OFFICE CIRCULAR No. 258-Secy, dated 31st May 1951.

Reg:—Reinstatement of employees who went on strike except 150 against whom the Bank has positive objection.

The branches are directed to refer to H.O. Circular No. 251, dated 29th May, 1951 with which we had enclosed a copy of the letter received from the Labour Ministry setting the final date of the reinstatement of strikers except those included in the list of 150 as noon of 5th June 1951. The managers are requested to note that this is the final decision and the employees eligible for reinstatement should rejoin before 12 O'clock on 5th June 1951. Anybody joining after that date and time is not to be reinstated under any circumstances. He will lose all claims for reinstatement and will be deemed to have left the service of the Bank.

(Sd.) B. N. PURI, *Secretary*

Without dilating upon the exhibits B and C the two letters sent by the Secretaries of the Government of India wherein it has been specifically stated that all employees except those to whose reinstatement the Bank has positive objection will be taken back in service when they report for duty and sign a simple declaration to the effect that they are rejoining duty and that there would be no break in service on account of their having gone on strike; I would depend on the circular itself Exhibits (H) and (J) sent by the Head Office to the branches in this connection. In these circulars the Bank has stated that it stands committed to the Government to reinstate all the employees except 150; and judged in the perspective correspondence of the Head Office with the Managers of the branches to exercise their influence with the contractor cashiers to issue renomination letter regarding those employees in question appears to be a device, to say the least, to get out of that arrangement. This is evidenced from the attitude adopted by the contractor cashiers also by raising the amount of security from Rs. 200 and Rs. 500 to Rs. 2,000 as borne out from the statements of E.W's Shri Chaman Lal and Shri Khanna and Exhibits No. (M) and (N). The Bank representative urged next that the issue of renomination letter was a part of the arrangement because the Bank could not retain the services of the employees of

the Cash Department without the guarantee of the contractor cashier. Shri Somesh Chandra referred me to Bank's letter dated 28th June 1951 (Ex. 19) and another letter dated 20th July 1951 (Ex. 20) wherein the Bank pleaded that in accordance with the arrangement with the Government the Head Office issued instructions to the Managers to persuade the contractor cashiers and Treasurers to renominate the previous nominees who had gone on strike but in spite of the best persuasion some of the Treasurers' was unwilling to renominate their previous nominee because such nominees had indulged in adverse propaganda against the Bank and had misbehaved with the Treasurers themselves. The position taken up by the Bank directly militates against the position taken up in the circular wherein it was definitely stated that the Bank stands committed to reinstate all and sundry except 150 employees against whom the Bank had positive objections. I am therefore satisfied that the Bank was bound by the word of honour given to the Government and it was only a face saving proposition that the Bank authority raised a new plea of their helplessness to reinstate these employees under Reference for want of renomination letter. The mass of evidence brought on the record comprising over agreements between the contractor cashier and the Bank as well as the letters sent to the Managers wherein they were asked to persuade the contractor cashier manifestly savours of an attempt to get out of the arrangement already arrived between the Government and the Bank management. There was another argument advanced on behalf of the Bank that the dismissals were justified because the strike was illegal. The argument does not require any serious consideration for the simple reason that the legality or the illegality of the strike was not at issue and the sole question for determination was as to whether the dismissal of these persons in the sense that they were not taken back in service after the solemn undertaking arrived at between the Bank and the contractor was wrongful. The line drawn between the two Categories i.e. all other employees numbering more than 1000 and the 150 against whom the Bank had positive objection was made with a purpose and it is futile to urge that these five employees who were admittedly not out of those included in the list of 150 should also be treated to have forfeited the confidence of the Bank. Lastly, it was argued that the arrangement arrived at with the Government did not amount to agreement for want of privity of contract. This argument was rather deplorable and the reason is not far to seek. The whole basis of Industrial Disputes Act is on collective bargaining and the Tribunals are concerned with the maintenance of industrial harmony and the promotion of amity and co-operation which is much more needed by the employer than the employee for the prosperity and the smooth working of the Commercial concerns and as such the argument is of no merit. The negotiations between the Government and the Bank management were made in the interest of the Banking industry and the parties are bound by the acts of their representatives who participated in the negotiations on their behalf. The Bank as such was stopped from taking shelter under the technicalities of Contract Law. The legal objection moreover is of no avail inasmuch as this Tribunal under the Industrial Disputes Act is more concerned with the principles of equity and natural justice than the technicalities of law, unlike Civil Courts. It is well recognised furthermore that equity is essentially an addendum to the common law and pre-supposes the existence of common law while adding that something more is necessary to mitigate the rigours of law because the common law is inadequate or causes hardship. In point of fact there is no inherent conflict between the doctrines of equity and law. As observed by 'Maitland' on principles of equity 'the relation between law and equity is not that between two conflicting systems, it is rather the relation between the text and gloss.' The Court of Chancery in England had been a court of conscience of the parties coming before it; while in India both common law and equity jurisdiction are combined in one court which acts according to justice, equity and good conscience; and I need hardly say that in the case of Tribunals the equitable principles and canon of natural justice are more to be applied than the rules of law, in order to administer adequate relief and promote harmonious relations between the employer and employee. Equity furthermore looks to the intent rather than to the form and applying this maxim of equity, I have no hesitation in remarking that the Bank management when approached the Government for amicable settlement and the Government of India in the Ministry of Labour intervened in the interest of banking economy in the country; the Bank was well aware about the substance of undertaking that it gave to the Government whereby all other employees excepting 150 were to be taken back in service. In the circumstances the Tribunal has only to get at the substance of the thing and to ascertain and enforce the rights and duties arising from that undertaking without reference to the ostensible, if not feigned, relation between the employees and the contractor cashier. The principles of equity, furthermore, regard the subject matter as having been worked out without any mental reservation. In other words whenever a duty rests on a person

it shall be presumed that he intended to perform that duty rather than to violate it. The definition of performance again lies in the doing of a thing agreed to be done because the doctrine of performance is also manifestly based on the maxim 'equity imputes an intention to fulfil an obligation.' Shri Ram Sahay in the course of argument observed that the management was generous to allow reinstatement to all employees excepting 150 in order to appease the discontent but at the same time stated that in the case of employees of the Cash Department the Bank was helpless to take them back in service without the guarantee of the contractor cashier. I would only say that a man is presumed to be just before he is generous. It is unintelligible as to how the contractor cashier whose services are also at the disposal of the Bank according to the terms of the agreement could come in the way of the performance of a just and solemn undertaking given by the Bank to the Government who on their part informed the Unions representing the employees in unequivocal terms that all will be reinstated excepting 150 on a simple declaration that they were prepared to join their duties as evidenced from the letter Ex. C of Shri Neelakantam, Deputy Secretary to the Government of India.

These legal objections moreover were raised by the Bank in the case of 21 Cashiers also whose dispute was heard by my predecessor Mr. Justice A. N. Sen and the objections were repelled in his award published in Labour Law Journal, August 1952 page 210. Both sides in the course of their argument referred to this award. The Union side relied upon this decision and maintained that the case of these 21 cashiers of Bombay was analogous to that of these five Cashiers and Assistant Cashiers in question, and in view of the fact that reinstatement was allowed in the case of 21 cashiers of Bombay the same relief be granted to these persons. The Bank representative referring to this decision however pointed out that Mr. Justice Sen had held that the strike was illegal and unjustifiable and that he could not say that the dismissal was wrongful. I have gone through this decision and on the appreciation of all the facts and circumstances I find myself in agreement with the view adopted by my learned predecessor that the objection on behalf of the Bank viz. 'that the Bank cannot take back these persons in service because their contractor cashier is not prepared to guarantee their good conduct', was not based on any solid ground and that the Bank cannot be allowed to refuse to reinstate these persons on this plea. Without incurring the risk of repetition I would add that reference to the contractor cashiers for renomination letter to my mind was only a device to get out of the solemn undertaking given to the Government in the case of these employees of the Cash Department. I am fortified in my view by the conduct of the Bank itself by taking back Shri Hukum Chand, Cashier, in service because he offered an unqualified apology. The relevant extract taken from the statement of Shri Chamanlal, Contractor Cashier (EW-1) is reproduced as under :

"The Manager, Punjab National Bank sent me a letter dated 2nd June 1951 (Ex. W-3) asking me to reinstate Messrs. Hukum Chand and Ghan Chand in terms of the Government's commitment etc. I however refused to give them renomination letter or to get them re-nominated because they have to work in the Cash Department and I could not do that. Subsequently Hukum Chand approached me and apologised. Consequently, I agree to re-nominate him. Of course Ghan Chand did not approach me and I did not consider his case once again."

It follows that what was required was a surrender by way of apology or otherwise and not that actual guarantee by way of security deposit or surety was the real cause. Furthermore as stated above the security after the agreement was raised abnormally from Rs. 200 to Rs. 2,000 and some other impediments were also created presumably with the object that these employees who had incurred the displeasure of the Bank would not be in a position to meet the demand. There is yet another aspect of the question which clinches the point at issue. The contractor cashiers who are alleged to have been party to the reference shall also be considered to be party to the arrangement arrived at with the Government, and it is idle to urge that the Bank agreed to abide by the undertaking arrived at between the Bank and the Government which was acting on the asking of the Bank to avoid a crash in the banking economy and to say at the same time that the contractor cashiers who under the agreement were also the employees of the Bank and whose services could be dispensed with any time under the terms of agreement (Ex. 1) (vide paragraph 12 and the preamble reproduced below) could stand in the way when the time for the implementation of the terms of the undertaking given by the Bank to the Government had reached.

Ex. 1.

"Memorandum of agreement made this 21st day of August in the year 1942 between the Punjab National Bank Limited, a Company duly incorporated under the Indian Companies Act and having its registered office at 47, The Mall Lahore (hereinafter called the bank) of the one part and Mr. Chamanlal Rais & Banker, Karnal (hereinafter unless otherwise designated called the Cashier) of the Second part.

Whereas the Bank has agreed to take the said Cashier into the service of the Bank at the Karnal Branch of the Bank upon the terms and conditions hereinafter mentioned Now it is hereby agreed by the between the Bank and the Cashier as follows:"

* * * *

"12 The Cashier shall be entitled to resign the service of the Bank by giving 3 calendar months' notice to the Bank, but if the Cashier quits service without giving such notice, he shall forfeit 3 months pay and shall also in addition be liable for any loss or damage that the Bank may suffer on account of his quitting the service without due notice.

The Bank also shall be entitled to dispense with the Cashier's services on giving 3 months notice, and if the Bank dispenses with the services of the Cashier forthwith without any notice the Cashier will be entitled only to three months pay in lieu of notice. In case of gross negligence or misconduct or of any fraud, misappropriation or embezzlement by the Cashier or any of the employees in the discharge of his duties as such Cashier no notice shall be necessary and the Bank shall have the right to dispense with his services forthwith."

The plea, however specious, does not bear scrutiny and if allowed would role any agreement of all grace and the Tribunal is unable to fall in line with the argument advanced on behalf of the Bank. Judged in this view, I am of the opinion that the undertaking given by the Bank to the Government was binding upon the management in the matter of reinstatement of other employees excepting 150 persons named in the list supplied to the Government by the Bank, irrespective of their having been the employees of the Cash Department, on simple declaration of the employees to rejoin their duty and the dismissal in the sense of refusing to take them back in service by the Bank management was wrongful. In the result Issue No. (1) is decided against the Bank and the management is directed to take

- (1) Shri Gian Chand of Karnal Branch
- (2) Shri Mahabir Parshad of Ferozepur Cantt.
- (3) Shri Amar Nath Sharma of Ferozepur Cantt.
- (4) Shri Kundan Lal Baja of Ferozepur Cantt.

back in their service. The other issue relates to the payment of the arrears of back salary and allowances and in consideration of all the facts and circumstances I also hold that they are entitled to the payment of their salary and other allowances payable to them under rules of service from the date of dismissal to the date of reinstatement.

This direction shall be carried out within one month from the date, when the award becomes operative.

**NOW, THEREFORE, THIS TRIBUNAL MAKES ITS AWARD IN TERMS
AFORESAID, THIS THE 16TH DAY OF SEPTEMBER 1952**

K. S. CAMPBELL-PURI, *Chairman,*
Industrial Tribunal
(Punjab National Bank Disputes)
[No. LR-90(107).]

ORDERS

New Delhi, the 8th October 1952

S.R.O. 1737.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the British India Steam Navigation Company Limited, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by sections 7 and 10 of the Industrial Disputes Act, 1947 (XIV of 1947) the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. Naik, Member, Industrial Court, Bombay, shall be the sole Member and refers to it the said dispute for adjudication.

SCHEDULE

1. Payment of bonus to the employees for the years 1949-50 and 1950-51.
2. Pension of the employees.
3. Re-instatement of Messrs. A. Abraham, S. K. Hussain, N. V. Kondekar and L. P. Fernandes.

[No. LR-3(176).]

S.R.O. 1738.—Whereas the Central Government is of opinion that an industrial dispute exists between Messrs. Mackinnon Mackenzie and Company and its employees in respect of the matters specified in the Schedule I hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

And whereas the Central Government is further of opinion that the said dispute is of such a nature that other employers specified in Schedule II hereto annexed are likely to be interested in, or affected by, that dispute and that it is desirable to include also those employers in that reference;

Now, therefore, in exercise of the powers conferred by sections 7 and 10 of the Industrial Disputes Act, 1947 (XIV of 1947), and in supersession of the orders of the Government of India, in the Ministry of Labour No. S.R.O. 1225, dated the 6th August 1951, and No. S.R.O. 844, dated the 30th April 1952, the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. Naik, Member, Industrial Court, Bombay, shall be the sole member, and refers the said dispute for adjudication to the Industrial Tribunal so constituted.

SCHEDULE I

1. Hours of duty.
2. Overtime.
3. Weekly off days.
4. Leave Rules.
5. Pension.
6. Provident Fund.
7. Gratuity.
8. Bonus.
9. Grade of pay.
10. Allowance of overtime.
11. Uniforms.

SCHEDULE II

1. Messrs. Bombay Steam Navigation Co. Ltd., Carnac Bunder, Frere Road, Bombay.
2. Messrs. Cooner Landing Co., Dady House, 50-52, Churchgate Street, Bombay.
3. Messrs. A. B. Cursetjee & Sons, Ltd., Rampart Row, Colaba, Bombay.
4. Messrs. R. Sharp & Son, Kaisar-I-Hind Building, Ballard Estate, Bombay.
5. Bombay Lighterage & Landing Contractors, Kaisar-I-Hind Building, Ballard Estate, Bombay.
6. Messrs. Hill, Son & Dinshaw Ltd., Marshall Building, Ballard Road, Bombay.
7. The Kathiawar & Malabar Coast Lighterage Co., Boat Hard Road, Coal Bunder Darukhana, Bombay.
8. T. A. Farnaswalla Esquire, Boat Hard Road, Coal Bunder, Darukhana, Bombay.

- 9 Messrs Nazareth Transport Co, Nazareth Building, Opposite White Gate, Alexandra Dock, Bombay
- 10 The Harbour Lighterage & Landing Co Ltd, Cambata Building, 42, Queens Road, Bombay
11. The Union Lighterage Co, Frere Road, Near Main Gate, Prince's Dock, Bombay
12. Messrs. Jaffar Versee & Sons, Frere Road, Near Main Gate, Prince's Dock B, B. & C. I.
13. Messrs Murlidhar Marine Transport Co, Mandvi Chambers, 184, Samuel Street, Bombay
- 14 Eastern Bunkers Ltd, Scindia House, Doughall Road, Ballard Estate, Bombay
- 15 The Bombay Harbour & Coastal Navigation Co, Ltd, 141, Mahatma Gandhi Road Fort Bombay
16. Messrs Chunila' Manilal Ltd, Yusuf Building, Churchgate Street, Bombay
- 17 Messrs N R Nazir & Sons, Hamam Street, Fort, Bombay
18. Arjun Kashinath Shalwalla, Esquire, Topiwalla Mansion, Prathnasamaj, Bombay No 4
- 19 Messrs. Setna & Co, Doctor Building, Cumballa Hill, Bombay
- 20 Fida Hussein Gulam Hussein Esqr, Chandabhoy Building, 2nd Floor, Mangaldas Road, Lohar Chawl, Bombay 2
- 21 Jethmal Jeewandas Vithani, Esquire, Jai Mahal Jeejeebhoy Lane, Lalbaug, Bombay No 12
22. Murlidhar Marine Transport Co, Mandvi Chambers, 184 Samuel Street, Bombay No 2
- 23 Jeewanda, Ladha Esquire Jaymehal, 2nd Floor, Lalbaug, Bombay No 12.
- 24 M T Fanaswala Esquire 78, Dhaboo Street, 2nd Floor, Bhendi Bazar, Bombay No 3
- 25 M A Sulemanji Esquire, 78, Dhaboo Street, 2nd Floor, Bhendi Bazar, Bombay No 3
- 26 S Valumohamed Esquire 78, Dhaboo Street, 2nd floor, Bhendi Bazar, Bombay No 3
27. Nargyah Kaloji Patil Esqr, Laxmi Naryan House, 1st floor, Room No. 6, Bombay No. 28
28. Arjun Krishna Adekar, Maniar Building 1st floor, Room No 28, Carnac Bunder, Bombay No 1
29. A B Patel Esqr, 759, Parsi Colony, Road No 7, Dadar, Bombay
30. B B Sattam Esqr, C/O S N Sattam, Mazagon D'Lima Street, Rangwalla Building Bombay No 10
31. Messrs Shaha Bros, Tamarind Lane, Dalgir Chambers, Bombay No 1
32. Messrs Ramratan & Sons, Boathard Road, Darukhana Bombay
- 33 Messrs P J Jamsjee & Sons, Meherally Mans on, Opp Victoria Gardens" Byculla, Bombay
- 34 T. V. Mahadev Esqr., 2nd floor, Gordhandas Building, Kolbhat Lane, Bombay
35. F M Potla Esqr., Darukhana, Boathard Road, Bombay
- 36 N A Peerbhoy Esqr, Mirza House, Chinchbunder Road, Bombay No 9.
37. Makanti N Shah Esqr, Pinjrapole Chawl, No 3 Gaiwadi, Girgaum, Bombay
38. Kanjee Jadhavjee Esqr, Masjid Bridge, Bombay No 9
39. G Sultanali Esqr 84, Akbar Mansion Khandla Street, Bombay No 8.
- 40 A S Daruwalla Esqr, Cusrow Baug Colaba, Bombay No 1
- 41 D Writer Esqr, 725, Parsi Colony, Dadar, Bombay No 1
- 42 Messrs Saleh & Co, 4th floor, Lohani Manzil, Room No 46, Bhendi Bazar, Bombay No. 3.
- 43 Mr A H Mohamed (H. M. Ali) 20, Narayan Dhru Street, 4th floor, Pydhoni Road, Bombay No 3

44. Mr. Narayandas Rajaram, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
45. M. G. Shetye Esqr., C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
46. A. Sultanali Esqr., C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
47. P. Sitaram Esqr., C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
48. Gansiam Sadashiv Esqr., C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
49. M. Lahu Esqr., C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
50. H. M. Parkar Esqr., C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
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[No. LR-2(242).]

New Delhi, the 10th October 1952

S.R.O. 1739.--Whereas the Central Government is of opinion that an industrial dispute exists between the employers specified in the Schedule hereto annexed and their employees regarding payment of incentive bonus;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by sections 7 and 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. Naik, Member, Industrial Court, Bombay, shall be the sole Member and refers to it the said dispute for adjudication.

SCHEDULE

1. Messrs. Mathuradas Kanji, 9, Wallace Street, Fort, Bombay--1.
2. Messrs. Badhraj Trading Corporation Ltd., 51, Mahatma Gandhi Road, Fort, Bombay--1.
3. Messrs. R. G. Govan & Co. Ltd., 15-A, Elphinstone Circle, Fort, Bombay--1.

[No. LR-3(177).]

P. S. EASWARAN, Under Secy.